

**FOR COUNTY USE ONLY**

County of San Bernardino

**F A S****STANDARD CONTRACT**

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code <b>ORCHIDC815</b>	SC	Dept. MLH	A	Contract Number	
County Department <b>Behavioral Health</b>			Dept. MLH	Orgn. MLH	Contractor's License No.	
County Department Contract Representative <b>Johnnetta Gibson</b>			Telephone <b>(909) 387-7747</b>		Total Contract Amount <b>\$ 356,865</b>	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date <b>July 1, 2003</b>	Contract End Date <b>June 30, 2004</b>	Original Amount <b>\$ 356,865</b>	Amendment Amount	
Fund <b>AAA</b>	Dept. <b>MLH</b>	Organization <b>MLH</b>	Appr. <b>200</b>	Obj/Rev Source <b>2445</b>	GRC/PROJ/JOB No. <b>10092829</b>	Amount <b>\$ 356,865</b>
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name <b>Negotiated Rate Amount</b>			Estimated Payment Total by Fiscal Year			
<b>Specialized Board and</b>			FY <b>03/04</b>	Amount <b>356,865</b>	I/D	
<b>Care Services</b>						
<b>Contract Type – 2(b)</b>						

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name Orchid Court, Inc.  
d. b. a. Vanda Royale

hereinafter  
called Contractor

Address 15962 Ranch House Road

Chino Hills, CA 91709

Telephone (909) 884-3044 Federal ID No. or Social Security No. 33-0672990

**IT IS HEREBY AGREED AS FOLLOWS:**

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

**WITNESSETH:**

**WHEREAS**, County desires to purchase and Contractor desires to provide certain mental health services; and,

**WHEREAS**, this agreement is authorized by law,

**NOW, THEREFORE**, the parties hereto do mutually agree to the terms and conditions as follows:

## INDEX

Article	Page
I Definition of Terminology .....	3
II Contract Supervision.....	3
III Performance .....	3
IV Funding .....	4
V Payment.....	4
VI Final Settlement: Audit of Services.....	5
VII Duration and Termination .....	5
VIII Patient/Client Billing.....	6
IX Personnel .....	7
X Licensing and Certification.....	7
XI Administrative Procedures .....	7
XII Laws and Regulations.....	8
XIII Patient's Rights .....	9
XIV Confidentiality.....	9
XV Admission Policies .....	9
XVI Medical Records .....	9
XVII Quality Assurance.....	9
XVIII Independent Contractor Status.....	10
XIX Indemnification and Insurance.....	10
XX Nondiscrimination .....	12
XXI Assignment .....	13
XXII Conclusion .....	14

Schedule A - Negotiated Rate Amount Planning Estimates

Addendum I - Service(s) Description

Exhibit A - Augmented Board and Care Staffing

Exhibit B - Transportation Log & Documentation of Comm. Awareness

Exhibit C - ASOC Special Projects Monthly Report

Attachment I - Business Associate Agreement

Attachment II - Information Sheet

## I Definition of Terminology

- A. Wherever in this document, and attachments hereto, the terms "contract" and/or "agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.
- B. Definition of May, Shall and Should. Whenever in this document the words "may", "shall" and "should" have been used, the following definitions apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.

## II Contract Supervision

The Director, Department of Behavioral Health, herein after referred to as Director, or designee, shall be the County employee authorized to represent the interests of the County in carrying out the terms and conditions of this contract. The Contractor shall provide, in writing, the names of the persons who are authorized to represent the Contractor in this agreement.

## III Performance

- A. Contractor shall provide sixteen (16) dedicated beds of intensive residential board and care services under this agreement, which are further described in the attached Addendum I, to all persons requesting services within the County area served by the Contractor.
- B. Cultural Competency

The State Department of Mental Health mandates counties to develop and implement a Cultural Competency Plan for Medi-Cal beneficiaries. Policies and procedures and array of services must be culturally and linguistically appropriate. Contract agencies will be included in the implementation process and shall adhere to cultural competency requirements.

- 1. The DBH shall make available technical assistance to Contractor regarding cultural competency requirements.

2. The Contractor will make an effort to gather demographic information on its service area for service planning.
  3. The DBH shall make available cultural competency training for DBH and Contractor personnel. Staff will be required to attend one cultural competency training per year at a minimum.
  4. The DBH shall make available annual training for personnel used as interpreters in threshold languages.
  5. The DBH shall make available technical assistance for Contractor in translating mental health information into the threshold language(s).
- C. If, for any reason, information in the Addendum I conflicts with the basic agreement, then information in the Addendum I shall take precedence.

#### IV Funding

The maximum financial obligation of the County under this agreement shall not exceed the sum of Three Hundred Fifty Six Thousand Eight Hundred Sixty Five Dollars (\$356,865).

#### V Payment

- A. During the term of this agreement, the County shall make interim payments to Contractor on a monthly basis, in arrears, equal to Twenty Nine Thousand Seven Hundred Thirty Nine Dollars (\$29,739), which is one-twelfth (1/12) of the maximum contract obligation.
- B. Contractor shall bill the County Project Liaison monthly in arrears on claim forms provided by County. All claims submitted shall clearly reflect all required information specified regarding the services for which claims are made. Claims for reimbursement shall be completed and forwarded to the County Project Liaison within ten days after the close of the month in which services were rendered. Within a reasonable period of time following receipt of a complete and correct monthly claim, County shall make payment in accordance with the negotiated amount set out in Article V, Paragraph A., above.

- C. In the event any of the dedicated beds described in Article III, Paragraph A., above, are not available when County requires them, County shall deduct from Contractor's claim for reimbursement \$60.94 per day for each bed that is not available to County.
- D. In the event the staff required in Section IX STAFFING PATTERNS of Addendum I are not provided, County will deduct from Contractor's Claim for Reimbursement: \$216.92 per day for each working day the Program Director is not provided; \$97.70 per day for each working day the Mental Health Worker is not provided; \$108.46 per day for each working day the Licensed Psychiatric Technician is not provided and \$81.15 per day for each working day the Certified Drug and Alcohol Counselor is not provided.

#### VI. Final Settlement: Audit of Services

- A. Contractor agrees to maintain and retain all appropriate service and financial records for a period of at least five years, or until audit findings are resolved, whichever is later. This is not to be construed to relieve Contractor of the obligations concerning retention of medical records as set forth in Article XVI Medical Records, Paragraphs A. and B.
- B. Contractor agrees to furnish duly authorized representatives from County and State access to patient/client records and to disclose to State and County representatives all financial records necessary to review or audit contract services and to evaluate the cost, quality, appropriateness and timeliness of services. Said County or State representative shall provide a signed copy of a confidentiality statement similar to that provided for in Section 5328(e) of the Welfare and Institutions Code, when requesting access to any patient records. Contractor will retain said statement for its records.
- C. If a post contract service audit finds that units of service paid for by County were not performed in accordance with this agreement, the Contractor shall reimburse the County on demand for such invalid units of service at the negotiated amount set forth in Article V Payment, Paragraph A. Reimbursement shall be made by Contractor to County using one of the following methods, which shall be at the election of the County:
  - 1. Payment of total.

2. Payment on a monthly schedule of reimbursement.
3. Credit on future billings.

#### VII Duration and Termination

- A. The term of this agreement shall be from July 1, 2003, through June 30, 2004, inclusive.
- B. This agreement may be terminated immediately by the Director at any time if:
  1. The appropriate office of the State of California indicates that this agreement is not subject to reimbursement under law; or
  2. There are insufficient funds available to County; or
  3. The Contractor is found not to be in compliance with any or all of the terms of the following Articles of this agreement: IX Personnel, X Licensing and Certification, or XIX Indemnification and Insurance.
- C. Either the Contractor or Director may terminate this agreement at any time for any reason or no reason by serving 30 days' written notice upon the other party.
- D. This agreement may be terminated at any time without 30 days' notice by the mutual written concurrence of both the Contractor and the Director.

#### VIII Patient/Client Billing

- A. Contractor shall exercise diligence in billing and collecting fees from patients for services under this agreement.
- B. Charges for services to either patients or other responsible persons shall be at estimated actual costs.
- C. The State of California "Uniform Method of Determining Ability to Pay" (UMDAP) shall be followed in charging clients for services under this agreement.

- D. The State of California "Uniform Billing and Collection Guidelines" shall be followed in the billing and collecting of patient fees.

#### IX Personnel

- A. Contractor shall operate continuously throughout the term of this agreement with at least the minimum number of staff as required by Title 9 of the California Code of Regulations.
- B. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. If during the course of the administration of this agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

#### X Licensing and Certification

Contractor shall operate continuously throughout the term of this agreement with all licenses, certifications and/or permits as are necessary to the performance hereunder.

#### XI Administrative Procedures

- A. Contractor agrees to adhere to all applicable provisions of:
1. State Department of Mental Health Information Notices, and;

2. County Department of Behavioral Health Standard Practice Manual (SPM). Both the State Department of Mental Health Information Notices and County SPM are included as a part of this contract by reference.
- B. If a dispute arises between the parties to this agreement concerning the interpretation of any policy letter provisions, the parties agree to meet with the Director to attempt to resolve the dispute.
  - C. If for any reason, information in the State Department of Mental Health Contract Policy Letters conflicts with this agreement, then information contained in the Policy Letters shall take precedence.

## XII Laws and Regulations

Contractor agrees to comply with all applicable provisions of:

- A. California Code of Regulations, Title 9
- B. California Code of Regulations, Title 22
- C. Welfare and Institutions Code, Division 5
- D. Policies as identified in State policy letters and the Cost Reporting/Data Collection (CR/DC) Manual, latest edition.
- E. Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Regulations, Contractor shall comply with the terms and conditions as set forth in the attached Business Associate Agreement, hereby incorporated by this reference as Attachment I.



### XIII Patient's Rights

Contractor shall take all appropriate steps to fully protect patient's rights, as specified in Welfare and Institutions Code Sections 5325 et seq.

### XIV Confidentiality

Contractor agrees to comply with confidentiality requirements contained in the Welfare and Institutions Code, commencing with Section 5328.

### XV Admission Policies

Contractor shall develop patient/client admission policies which are in writing and available to the public.

### XVI Medical Records

A. Contractor agrees to maintain and retain medical records according to the following:

The minimum legal requirement for the retention of medical records is:

1. For adults and emancipated minors, seven years following discharge (last date of service);
2. For unemancipated minors, at least one year after they have attained the age of 18, but in no event less than seven years following discharge (last date of service).

B. Contractor shall ensure that all patient/client records comply with any additional applicable State and Federal requirements.

### XVII Quality Assurance

When quality of care issues are found to exist by DBH, Contractor shall submit a Plan of Correction for approval by the DBH Compliance Unit.

### XVIII Independent Contractor Status

Contractor understands and agrees that the services performed hereunder by its officers, agents, employees, or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of the County. All personnel, supplies, equipment, furniture, quarters, and operating expenses of any kind required for the performance of this contract shall be provided by Contractor.

### XIX Indemnification and Insurance

- A. Indemnification - The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of claim therefore, except where such indemnification is prohibited by law.
- B. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto the shall secure and maintain throughout the contract the following types of insurance with limits as shown:
  - 1. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Worker's Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

2. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
  3. Errors and Omission Liability Insurance - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
  4. Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
- C. Additional Named Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its employees, agents, volunteers and officers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.
- D. Waiver of Subrogation Rights - Except for Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Contractors and subcontractors.
- E. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- F. Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

- G. Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

#### XX Nondiscrimination

- A. General. Contractor agrees to serve all patients without regard to race, color, sex, religion, national origins or ancestry pursuant to the Civil Rights Act of 1964, as amended (42 USCA, Section 2000 D), and Executive Order No. 11246, September 24, 1965, as amended.
- B. Handicapped. Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 1202 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto.
- C. Employment and Civil Rights. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:
1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625,

12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from County DBH Contracts Unit.

2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan.

#### XXI Assignment

- A. This agreement shall not be assigned by Contractor, either in whole or in part, without the prior written consent of the Director.
- B. This contract and all terms, conditions and covenants hereto shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

XXII Conclusion

- A. This agreement consisting of fourteen (14) pages, Schedule A, Addendum I, Exhibit A, Exhibit B, Exhibit C, Attachment I, and Attachment II inclusive is the full and complete document describing the services to be rendered by Contractor to County, including all covenants, conditions and benefits.
- B. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this agreement to be subscribed by the Clerk thereof, and Contractor has caused this agreement to be subscribed on its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF SAN BERNARDINO

►  
Dennis Hansberger, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino.

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Approved as to Legal Form  
►  
County Counsel  
Date \_\_\_\_\_

Reviewed by Contract Compliance  
►  
Date \_\_\_\_\_

Presented to BOS for Signature  
►  
Department Head  
Date \_\_\_\_\_

**Auditor/Controller-Recorder Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

# SCHEDULE A

## SCHEDULE A

Page 1 of 1

Prepared by: Sonya Wiley

Title: Fiscal Clerk II

**SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
NEGOTIATED NET AMOUNT  
SCHEDULE "A" PLANNING ESTIMATES  
FY 2003 - 2004**

Contractor Name: Vanda Royale

Address: 15962 Ranch House Road

Chino Hills, CA 91709

Date Form Completed: 5/28/2003

		PROVIDER NUMBER	36BE						
LINE		MODE OF SERVICE	5						
#		SERVICE FUNCTION	65						
<b>EXPENSES</b>									
1		SALARIES							0
2		BENEFITS							0
3		OPERATING EXPENSES							0
4		TOTAL EXPENSES (1+2+3)							0
<b>AGENCY REVENUES</b>									
5		PATIENT FEES							0
6		PATIENT INSURANCE							0
7		MEDI-CARE							0
8		GRANTS/OTHER							0
9		TOTAL AGENCY REVENUES (5+6+7+8)							0
10		CONTRACT AMOUNT	356,865						356,865
11		CONTRACT DAYS	366						
12		CONTRACT MONTHS	12						
13		NUMBER OF BEDS	16						16
14		TOTAL CLIENT DAYS (11 * 13)	5,856						5,856
15		ANNUAL AMOUNT PER BED (10 / 13)	22,304						
16		MONTHLY AMOUNT PER BED (15 / 12)	1,859						
17		DAILY AMOUNT PER BED	60.94						
18		TOTAL MONTHLY AMOUNT (16 * 13)	29,739						29,739

Page 1 of 1

APPROVED:

_____ PROVIDER AUTHORIZED SIGNATURE	_____ DATE	_____ CONTRACTS MANAGEMENT	_____ DATE	_____ DBH PROGRAM MANAGER	_____ DATE
--	---------------	-------------------------------	---------------	------------------------------	---------------

**COUNTY OF SAN BERNARDINO STANDARD CONTRACT  
AUGMENTED BOARD AND CARE SYSTEM  
SPECIALIZED BOARD AND CARE HOME FOR ADULTS  
SERVICE(S) DESCRIPTION**

July 1, 2003 to June 30, 2004

Agreement for the Provision of Facility and Central Services for San Bernardino County Augmented Board and Care (ABC) Facility.

Program Site: **Vanda Royale**  
**2020 West Mesa Street**  
**San Bernardino, CA 92407**  
Contact person: Elisa Gosuico  
Telephone : (909) 887-6287

I. Definition Of Recovery, Wellness, and Discovery and Rehabilitative Mental Health Services

Mental Health Recovery, Wellness, and Discovery is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual in accomplishing his/her desired results. Program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Programs may be designed to use both licensed and non-licensed personnel who are experienced in providing mental health services.

It is believed that all clients can recover, even if that recovery is not complete. The Recovery, Wellness, and Discovery approach involves collaborating with the client to facilitate hope and empowerment, with the goals of counteracting internal and external "stigma," improving self-esteem, encouraging client self-management of his/her life including making his/her own choices and decisions, re-integrating the client back into his/her community as a contributing member, and achieving a satisfying and fulfilling life.

II. Target Population and Criteria

The target population for the 16 male beds consists of men between the ages of 18 and 59; clients must meet criteria in A. through C., or D., or E.



- A. The target population to be served is persons with serious and persistent mental disabilities who meet the following criteria: 1) A diagnosis of major mental disability which includes psychotic disorders, major affective disorders, or a disorder that may lead to a persistent disability such as a borderline personality disorder; or 2) The client must receive an SSI or SSDI entitlement that is obtained due to a mental disorder; and
  - B. Also, to be included in the target population, the client must have a mental health history that includes at least one of the following: 1) Two prior psychiatric hospitalizations within the past three years; 2) One psychiatric hospitalization lasting more than 8 days; 3) One psychiatric hospitalization resulting from the first episode of mental disorder with psychotic features; 4) Have been in placement at an Institute for Mental Disease (IMD) and/or State Hospital; or 5) A major functional impairment lasting more than two (2) years, resulting in heavy utilization of mental health services on an intermittent or continuous basis; and
  - C. Also, to meet the requirements of the target population, the patient must have experienced or is at risk of experiencing at least two (2) of the following on a continuous or intermittent basis: unemployment, sheltered employment, supportive work situation, or markedly limited skills and poor working history, difficulty establishing/maintaining a personal social support system, needs help with basic living skills such as hygiene, food preparation, money management, or obtaining shelter, or social behavior resulting in intervention by mental health or judicial system.
  - D. Clients referred by Superior Court to receive mental health services pursuant to SB 485.
  - E. Clients who are identified by Department of Behavioral Health (DBH) personnel as high users of services and who have a secondary diagnosis (or perceived diagnosis) of substance abuse.
- III. General Program Requirements

Contractor shall work cooperatively with DBH Adult System of Care (ASOC), Assertive Community Treatment (ACT) and/or its Alcohol and Drug Services (ADS) to form an integrated network of care for those mentally ill adults in the mental health system. Contractor will maintain close communication with the existing San Bernardino County referral system in the coordination of patient flow so that contracted services can be provided in a timely manner and treatment is provided in the least restrictive setting possible.

**A. Facilities**

- 1) Residential settings should be as close to a normal home environment as possible without sacrificing client safety or care.
- 2) Residential settings should have the appearance of a non-institutional setting.
- 3) Residential settings shall conform to all state requirements, regulations, and other requirements related to safety, zoning, building clearance, fire, internal disaster, and other such building, and facility requirements as may be specified by Community Care Licensing.
- 4) Residential settings shall maintain a living environment and physical plant conducive to quality care and treatment of mentally disabled persons, including ongoing maintenance and repair and/or replacement, as needed, of beds, linen, flooring, paint, window coverings, fixtures, furniture, landscape, etc.

**B. Programs**

- 1) The program should, to the maximum extent feasible, be designed to reduce dependence on medications as a treatment tool. Programs in which prescriptions for medication are a component of the program are to be subject to medications monitoring.
- 2) The program is to have a rehabilitation focus that encourages the client to develop the skills to become self-sufficient and capable of increasing levels of independent functioning. Where appropriate, it is to include pre-vocational and vocational programs.
- 3) The program is to encourage the participation of the clients in the daily operation of the setting in the development of treatment, rehabilitation planning, and evaluation.
- 4) Participation in any element of the system is not to preclude the involvement of clients in outside treatment. All treatment staff are to be directly involved in the development and implementation of a recovery plan, including medication and day program decisions.

C. Coordination

The program will collaborate with ASOC and community resources utilized by the general population.

D. Program Evaluation

The program shall participate in the DBH annual evaluation of the program and facility. Any ASOC Case Management staff or supervisor, upon proper identification, shall be allowed to enter and inspect the facility.

IV. Program Description

A. Program

The facility will offer ABC services to sixteen (16) males, ages 18-59, who have a mental illness and require services at a higher level of care than those rendered at a non-ABC home. The staff employed at the facility under the contract will be educated and trained as described in Section IX Staffing Pattern, below.

V. Specific Services

The Contractor will also make provisions for the following:

- A. Provide for special dietary needs and diets in accordance with physicians' orders.
- B. Maintain records as required by Title 9 and 22 of the California Code of Regulations.
- C. Assist clients with applications for Medi-Cal, Social Security, Interim Assistance, and other public assistance as necessary, within seven (7) days of admission to the facility.
- D. Assure that three and one-half (3.5) percent to five (5) percent of the total contract amount shall be used to provide structured activity programs for clients in order to enhance their re-socialization skills.
- E. Post in the facility and submit to the DBH Director, or designee, a monthly Activities Calendar corresponding to the facility's master plan and client service plans. It is the responsibility of the Contractor to assure that a copy of the calendar has been sent to and received by the DBH Director, or

designee. The Contractor will not be paid for any days the program does not have an activities calendar. The Contractor must notify the DBH Director, or designee, of any changes in activities within 24 hours prior to the scheduled activity occurrence. Failure to provide and document no less than three and one-half (3.5) percent of the monthly contracted amount for activities and/or provide copies of the posted activities may be cause for non-payment for that day and may cause termination of the contract.

- 1) Each facility shall have a "Residential Committee" which will meet on a weekly basis. This "Residential Committee" will be comprised of at least one half of the total number of clients residing at the facility. This committee's activities shall include, but not be limited to, the development of the proposed monthly activity schedule; in-house programs; living conditions; and resident/staff issues. The Contractor is encouraged to participate in this committee; other facility staff shall be encouraged to attend. Minutes of this committee meeting including attendees shall be required documentation for all facilities.
- 2) Activity schedules must be developed by the "Residential Committee". Corresponding documentation must be kept showing the participation of the residents in the formation of the activity schedule.
- 3) Weekly money management groups are required for all clients on substitute payeeship and for LPS Conservatees. All facilities shall keep documentation of such groups.

F. Community activities shall include, but not be limited to the following (at least three activities to be done per week):

- Going to the movies
- Bowling
- Athletic activities
- Shopping for clothes
- Shopping for groceries
- Visits to places of interest to the program resident(s)
- Religious activities
- Eating out at a public restaurant

G. Individualized, re-socialization program activities will be developed by the Contractor and conducted daily. This will be in addition to client participation in off-site programs. These shall be included in the monthly activity schedule, subject to approval by the DBH Director, or designee. Examples include exercise groups, arts and crafts groups, discussion groups, academic tutoring

groups, Bingo and other structured games, household skill development groups, grooming/personal hygiene/housekeeping skills groups, gardening groups, cooking groups, social skills development exercises, and organized physical activities and games. Additionally, the Contractor shall include the following as part of the individual re-socialization development:

- 1) Encourage clients to take increasing responsibility for their own recovery by supporting their goals, and by using existing support and treatment systems.
- 2) Encourage clients' use of public transportation, use of leisure time in a constructive manner, and maintenance of adequate grooming.
- 3) Assist clients in the development of social relationship skills such as communication with others and the appropriate expression of feelings, particularly anger.
- 4) Participate with County staff in meetings in the facility.
- 5) Assist the client in developing skills of household management, personal shopping, monetary transactions, menu planning, and shopping for and the preparation of basic meals.
- 6) Assist the client in becoming responsible for self-administration of prescribed medication as directed by the treating physician.
- 7) Provide close supervision of an intensive nature with clients who require the management of difficult behavioral problems, consistent with the client's Case Management Client Plan.
- 8) Provide anger management skills group.

**H. Transportation**

- 1) Provide transportation and documentation of client involvement, as determined by the DBH Gatekeeper/case manager, in community day treatment programs, school, outpatient clinic, sheltered workshops, volunteer work, socialization center, or employment within seven (7) days of admission to the facility.
- 2) Provide transportation to and from court appearances as required.

- 3) Provide transportation to all necessary medical and dental appointments.
- 4) Ensure that client is adequately supervised while away from the facility.
- 5) Provide transportation to/from referring facilities and from facilities from which the client might be discharged.
- I. Develop and maintain an ongoing environment conducive to total therapeutic support of severely disturbed adults. This will be conducted in the spirit of the Recovery, Wellness, and Discovery Model (see section I).
- J. Ensure that the Client Plan of each client is carried out in accordance with the goals and objectives set forth by the assigned ASOC Gatekeeper/case manager. Weekly progress notes must reflect the interventions used and the resident's response to those interventions.
- K. Maintain medication in a locked cabinet. Maintain a daily medication log on each client using a DBH approved form.
- L. Accept clients from the DBH five (5) days per week, Monday through Friday, during the hours of 8:00 a.m. to 6:00 p.m.
- M. Allow DBH or designated contract staff to participate in on-site daily treatment and case management services for the clients assigned to the program.
- N. Meet weekly with DBH staff to establish specific mental health and case management services as well as clinic based treatment services and discharge plans.
- O. Arrange, with DBH staff, for each client to be involved in a day treatment program or rehabilitation or vocational rehabilitation program. Each client should also be encouraged to attend a socialization center (Clubhouse) program.
- P. The failure of the Contractor to adhere to the components of the contract may result in non-payment of the per diem rate for the affected number of beds.
- VI. The Department of Behavioral Health (DBH) shall:
  - A. Provide a gatekeeper/case manager to be a liaison between DBH and the contractor. The Gatekeeper/Case Manager will conduct admissions and

discharges to the facility using approved admission and discharge criteria. The Gatekeeper/case manager will assign treatment that will be provided to the clients in the DBH regional clinics in the form of outpatient, day treatment, alcohol and drug treatment, and/or any other alternative type treatment found to be beneficial to the individual client. The DBH Gatekeeper/case manager will also assist facility staff in the accessing of community based programs/resources (adult education, vocational rehabilitation, 12-step/self help groups, volunteer work, etc.) for clients admitted into the ABC home.

- B. In conjunction with the Contractor, approve staff hired using contract funds.
  - C. Monitor the contracted facility to ensure that it meets program requirements and is in compliance with DBH policy guidelines and subsequent letters regarding the ABC system.
  - D. Monitor the service plan, including regular record keeping and communication with the client, and monitor resources to identify problems, progress, compliance and advocacy when needed.
  - E. Compile client needs, service availability and client outcome to be used for cost benefit study, evaluation of service effectiveness, and data for the planning and development of needed services.
  - F. Monitor the physical plant(s) to ensure quality care and treatment of mentally disabled persons, including the monitoring of Contractor's ongoing maintenance, repair and/or replacement as needed of beds, linen, flooring, paint, window covering, fixtures, furniture, landscape, etc.
- VII. Admission Criteria
- A. Clients who have been discharged from an acute facility, State Hospital or an Institute for Mental Disease (IMD) facility, after completing discharge planning as specified by ASOC staff.
  - B. Clients who have presented at or who have been admitted to the acute psychiatric hospital care three (3) or more times within the last six (6) months.
  - C. Clients who are not able to follow through with a treatment plan independently and are at risk of re-hospitalization, and are uncooperative with other outreach attempts.
  - D. Clients who have a long history of excessive service utilization with minimal beneficial response.

- E. Clients who have a long history of placement instability.
- F. Clients, prior to admission, will be encouraged to participate in treatment as constructed by the ASOC Case Manager and contractor staff.
- G. Clients who ASOC Case Management staff feel can take advantage of intensive residential treatment.
- H. Clients who do not currently need a higher level of care.
- I. Admissions will be conducted during normal business hours, 8 a.m. to 6 p.m. Monday through Friday, and will be coordinated by the ASOC Case Manager.

**VIII. Discharge Criteria**

The Contractor shall develop "on-site" programming augmenting the utilization of DBH and community programs. The Contractor shall establish a "Discharge Group" when the client is admitted to the facility. The "Discharge Group" will include the ASOC Gatekeeper/case manager, facility treatment staff, family members, and any other organization representative(s) who can contribute information regarding the clients' needs. The Contractor shall comply with all State and/or Federal laws, as well as all current and future enacted State Community Care Licensing regulations. The Contractor will ensure that ABC staff participate in and obtain a minimum of twenty (20) hours of training per year in relevant mental health and drug/alcohol programming, including cultural competency as approved by the DBH Director or designee.

- A. No more than one hospitalization or two contacts with acute psychiatric care for six consecutive months.
- B. Cooperative stability as evidenced by medication compliance and the ability to follow house rules for at least four consecutive months.
- C. Improved social living skills as negotiated between client, facility, and DBH staff.
- D. Improved peer skills as negotiated between client, facility, and DBH staff.
- E. Improved relationships with authority figures as negotiated between client, facility, and DBH staff.
- F. Decrease in anti-social behavior (i.e., fighting, stealing and peer manipulation) as negotiated between client, facility, and DBH staff.



**IX. Staffing Pattern**

The Contractor will employ ABC staff in the following configuration:

- A. One (1) Full-time, 40 hours per week, Program Director at a minimum salary of \$56,400 per year.
  - 1) This individual is to have a Masters degree or higher and possess a license through the State of California (i.e., MFT, LCSW, Ph.D.) with two years of experience, post licensure, in the field of Behavioral Health (or related field). The ASOC Program Manager may approve a person with fewer qualifications, at a reduced salary, at the discretion of the Director of DBH, or designee. The Program Director will be responsible for daily and monthly planning of client activities, coordinated with the assigned ASOC Gatekeeper/case manager. The Program Director will also be responsible for implementing the Client Plans that are developed in negotiation with the ASOC Gatekeeper/case manager and the client. Additional duties will include supervision of staff and coordination of schedules.
  - 2) The Program Director will be on site a minimum of 40 hours per week.
  - 3) The ASOC Program Manager, or designee, will approve work schedules.
- B. Four (4) Full-time, 40 hours per week, Mental Health Workers each at a minimum each of \$25,400 per year.
  - 1) The Mental Health Workers will have at least 45-quarter units (or 30 semester units) of college courses in the behavioral sciences, sociology, other social sciences and/or other closely related fields. The ASOC Program Manager may approve persons with fewer qualifications, at the discretion of the Director of DBH, or designee, with two years of experience in the field of Behavioral Health (or related field).
  - 2) The Mental Health Worker will conduct "Discharge Groups", recreational groups, socialization outings, and Assistance in Daily Living (ADL) groups as determined by the ASOC Gatekeeper/case manager and Program Director.

- 3) The Mental Health Worker will assist clients in meeting goals as determined by the ASOC Gatekeeper/case manager.
  - 4) The Mental Health Workers will be on site 40 hours per week.
  - 5) The ASOC Program Manager, or designee, will approve work schedules.
- C. One (1) Part-time, 20 hours per week, Certified Drug and Alcohol Counselor (CDAC) at a minimum salary of \$10,550 per year.
- 1) The CDAC will have a certificate in Drug and Alcohol Counseling from an accredited institution (post secondary school). The ASOC Program Manager may approve a person with fewer qualifications, at the discretion of the Director of DBH, or designee.
  - 2) The CDAC will conduct Drug and Alcohol groups and arrange activities designed to reduce client chemical dependency.
  - 3) The CDAC will co-conduct "Discharge Groups", recreational groups, socialization outings, and Assistance in Daily Living (ADL) groups as determined by the ASOC Gatekeeper/case manager.
  - 4) The CDAC will assist clients in meeting goals as determined by the ASOC Gatekeeper/case manager.
  - 6) The ASOC Program Manager, or designee, will approve work schedules.
- D. One (1) Full-time, 40 hours per week, Licensed Psychiatric Technician/Licensed Vocational Nurse (LPT/LVN) at a minimum salary of \$28,200; and one (1) Part-time LPT/LVN, 20 hours a week, at a minimum salary of \$14,100 per year.
- 1) The LPT/LVN must possess a license in the State of California and be in good standing and have had one (1) year of experience in Behavioral Health (or related field).
  - 2) The LPT/LVN will, within the scope of licensure, instruct residents on medications and side effects, supervise the medication log, and insure that charting is complete.

- 3) The LPT/LVN will, within the scope of licensure, monitor residents with medical problems.
- 4) The LPT/LVN will be involved in the program as assigned by the Program Director.
- 5) The LPT/LVN will, within the scope of licensure, do crisis interventions, as needed.
- 6) The ASOC Program Manager, or designee, will approve work schedules.

E. The Contractor shall provide for twelve (12) paid days off per contract year for each full time ABC staff member. A schedule of paid time off shall be turned in to the ASOC Administrative Office at the beginning of each month. Another staff member, with similar qualifications, shall replace ABC staff who are taking a paid day off, assuring the full staffing pattern. A staff member, who qualifies, at least at the Mental Health Worker level, must replace the Program Director, assuring the full staffing pattern.

F. Failure to provide the required augmented staffing may result in a reduction in Contractor's Claim for Reimbursement as indicated in Article V Payment, Paragraph D. of this Agreement.

**X. Billing**

A. Reimbursement to the Contractor for providing ABC services is limited to the amount allocated to the program contract. Payment for ABC services is made only after the facility has been licensed by the State and the State has certified that the Contractor has contracted for services with the County of San Bernardino.

B. The monthly reimbursement rates for services provided is billed monthly in arrears per the rates indicated on the Schedule A. All contracts are negotiated net amount contracts which will be reimbursed one-twelfth (1/12) of the contract amount per month.

C. The failure of the Contractor to adhere to contractual terms and conditions may result in immediate termination of any agreement and refusal by the County to pay the per diem rate for the affected number of beds.

D. Contractor will submit documentation of ABC services using the following forms: "ABC Staffing", see Exhibit A; "Transportation Log", see Exhibit B; and

"ASOC Special Projects Monthly Report", see Exhibit C, to the ASOC Program Manager, or designee, by the fifth working day of each month. All documentation must also be available for on-site reviews.

AUGMENTED BOARD & CARE STAFFING \*

MONTH OF: \_\_\_\_\_

FY: \_\_\_\_\_

<u>DATE OF SERVICE</u>	<u>PURPOSE</u>	<u>NAME OF STAFF SUPPORT &amp; JOB CLASSIFICATION</u>	<u>NO. OF HRS. WORKED</u>	<u>RATE PER HOUR</u>	<u>TOTAL AMOUNT</u>
----------------------------	----------------	---	-------------------------------	--------------------------	-------------------------

TOTAL

Note: Includes Additional Staff Support to provide individual care services for medically fragile adults and Additional Staff Support to provide specialized sessions such as community awareness outings and socialization groups.

TRANSPORTATION LOG \*

PROVIDER NAME: \_\_\_\_\_

PROVIDER NO. \_\_\_\_\_

<u>DATE</u>	<u>DESTINATION</u> <u>FROM</u> <u>TO</u>	<u>CLIENT NAME</u>	<u>NO. MILES</u>
-------------	---	--------------------	------------------

DOCUMENTATION OF COMMUNITY AWARENESS \*\*

<u>DATE</u>	<u>ACTIVITY</u>	<u>CLIENT NAME</u>	<u>TYPE OF FEE CHARGED</u>
-------------	-----------------	--------------------	----------------------------

\* Note: Transportation Services to Day Treatment/Rehabilitation Programs or extended travel distances outside customary expectations as stipulated by Community Care Licensing.

\*\* Note: Community awareness activities include, but are not limited to, the following: movies, bowling, museums, parks, Disneyland, etc.

## ASOC SPECIAL PROJECTS MONTHLY REPORT

Month: \_\_\_\_\_

Facility: \_\_\_\_\_

Beginning Caseload: \_\_\_\_\_

Admissions: \_\_\_\_\_

Discharges: \_\_\_\_\_

Ending Caseload: \_\_\_\_\_

# of Different Pts. Served: \_\_\_\_\_

## ADMITTED FROM:

IMD: \_\_\_\_\_

ARMC-BH: \_\_\_\_\_

State Hospital: \_\_\_\_\_

Community: \_\_\_\_\_

AES: \_\_\_\_\_

## DISCHARGED TO:

Regular B &amp; C: \_\_\_\_\_

IMD: \_\_\_\_\_ ARMC-BH: \_\_\_\_\_

Independent Living: \_\_\_\_\_

AWOL: \_\_\_\_\_ AMA: \_\_\_\_\_

## EXPENDITURES

PAYROLL COSTS

Staff Salaries: \_\_\_\_\_

Payroll Taxes: \_\_\_\_\_

Worker's Comp.: \_\_\_\_\_

REQUIRED INSURANCE:

Prof. Liability: \_\_\_\_\_

OTHER: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ACTIVITIES

Food Supplies: \_\_\_\_\_

Activity/Pgm Supplies: \_\_\_\_\_

Office Supplies: \_\_\_\_\_

Client Outings/Events: \_\_\_\_\_

Gas/Mileage: \_\_\_\_\_

Completed By: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title/Phone #

## **BUSINESS ASSOCIATE AGREEMENT**

Except as otherwise provided in this Agreement, CONTRACTOR, hereinafter referred to as BUSINESS ASSOCIATE, may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and in the attached Contract, provided such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Regulations Parts 160, 162, and 164, hereinafter referred to as the Privacy Rule.

### **I. Obligations and Activities of Business Associate.**

- A. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- B. Business Associate shall implement administrative, physical, and technical safeguards to:
  - 1. Prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
  - 2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- C. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- E. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, shall comply with the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.



- F. Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, in order to meet the requirements of 45 CFR 164.524.
- G. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.
- H. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- I. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- J. Business Associate shall provide to Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with provision (I), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- K. Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained (and return or destroy all other Protected Health Information) received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with notification of the conditions that make return not feasible.

**II. Specific Use and Disclosure Provisions.**

- A. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- B. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- D. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

**III. Obligations of Covered Entity.**

- A. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in

accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

**IV. General Provisions.**

- A. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.
- B. Ownership. The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.
- C. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- D. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- E. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

# INFORMATION SHEET

*(one Information Sheet per Clinic)*

CONTRACTOR SHALL COMPLETE SECTION I OF THIS FORM AND RETURN TO SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH CONTRACTS UNIT.

SECTION I: CONTRACTOR INFORMATION			
Contractor Name:			
Address (including City, State and Zip Code):			Phone:
Web Site:	Email:	Fax:	
Clinic Site Name (If Different from Contractor):			
Address (including City, State and Zip Code):			Phone:
Web Site:	Email:	Fax:	
Clinic Contact:		Title:	
<b>Contract Signature Authority:</b>			
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: (      )	E-Mail:	Phone #: (      )	E-Mail:
<b>Claim Signature Authority:</b>			
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: (      )	E-Mail:	Phone #: (      )	E-Mail:
SECTION II: DBH INFORMATION			
<b>Contract Mailing Address:</b>		<b>Contracts Unit:</b>	
San Bernardino County Department of Behavioral Health Contracts Unit 700 E. Gilbert Street, Bldg #3 San Bernardino, CA 92415-0920		<b>Myron Hilliard, Accounting Tech</b> 909-387-7592 E-Mail: <a href="mailto:mhilliard@dbh.sbcounty.gov">mhilliard@dbh.sbcounty.gov</a> <b>Doug Moore, Staff Analyst II</b> 909-387-7589 E-Mail: <a href="mailto:dmoore@dbh.sbcounty.gov">dmoore@dbh.sbcounty.gov</a> <b>Patty Glas, Admin Supervisor II</b> 909-387-7170 E-Mail: <a href="mailto:pglas@dbh.sbcounty.gov">pglas@dbh.sbcounty.gov</a> Unit Fax #: 909-387-7593	
<b>DBH Program Contacts:</b>			